



**OWNERS & GUESTS  
RULES AND REGULATIONS  
FOR  
THE POINTE ASSOCIATION**

**REVISED 3/5/01**

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## PREAMBLE

These rules and regulations supercede those published in October 1991 and are written to insure the harmonious usage of common property; the management and maintenance of common elements, and the health happiness and enjoyment of unit owners.

The rules are not inconsistent with existing law or any rights expressly granted or reasonably inferred from our Condominium governing documents.

All rules apply to all owners, are not retroactive, and are as reasonable, simple and specific as possible.

A copy of the Pointe Rules and Regulations will be provided to each owner and renter. Possession and understanding of the rules and regulations will be confirmed by a form which will be signed by the owner/renter. This form will be kept on file in the Pointe office.

"Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors in the manner provided by its By-Laws as approved and re-recorded on March 23, 2000."

In accordance with the Declaration of Condominium the following definition of "Resident" and "Temporary House Guest" shall apply.

Resident - shall be defined as the permanent occupant of an apartment unit.

Temporary House Guests - shall be defined as families, friends, or business associates who temporarily occupy an Owner's apartment rent free either in the presence or absence of the owner.

Renters - shall not be considered Temporary House guests.

All of the above are subject to all the rules and regulations of the Association.

## RULES AND REGULATIONS FOR RENTERS AND TEMPORARY HOUSE GUESTS

1. Owners shall comply with Article XIX of the Declaration of Condominiums which states "Apartment Owners shall notify the Board of Directors of their intent to rent. Three weeks in advance, the owners shall submit to the office a rental information form signed by the owners and the prospective renter for Board approval. At the time of submitting the rental information form, the owner must provide a payment of \$50 payable to the Pointe Association. Sub-leasing is not permitted.
2. No unit shall be occupied by any temporary house guest or renter, in the absence of the owner, for more than four times in any twelve month period. Children, parents, grandparents, and grandchildren are not included in the definition of temporary house guests.
3. Guests - occupying a unit in the absence of an Owner, must register with the manager. Advance notice is to be given by the owner advising the arrival and departure dates, names, and number in party.
4. No one can sleep anywhere other than in the unit.

5. Renters and temporary house guests must register at the Pointe office upon arrival (or next business day) and check out on departure this procedure is necessary to provide an accurate census in the event of a disaster and for reasons of safety and security.
6. An apartment cannot be rented for a period of less than three months.
7. No rental occupancy or temporary house guest occupancy shall exceed four persons in a one bedroom apartment or six persons in a two bedroom apartment.
8. Renters, Temporary House Guests and visitors are not permitted to have pets.

## II RULES AND REGULATIONS FOR THE COMMON AREAS OF EACH BUILDING

1. Personal belongings, including shoes, clothing, furniture, statuary, or, plants cannot be left on the walkways, stairways, or railings.
2. Elevators, stairways, and walkways are not to used as play areas under any circumstance.
3. Ash tray containers shall be used only for disposal of cigarettes and cigars. The trash chute is for trash disposal.
4. Bicycle storage is only in the designated areas or in an owner's assigned storage bin. No storage of furniture or personal belongings outside the area of an owner's storage bin is permitted.
5. Please do not feed birds or squirrels.
6. Bin storage shall comply with fire department regulations. No

combustible or hazardous material can be stored in the bin. Items may not extend over the top edge of the bin. No items shall be hung, tied or draped on the pipes overhead.

8. Bulletin boards in the mailroom are for general information. Personal notes, committee notices, party room and gazebo reservations will be placed on these boards.
9. Notices and personal items will not be placed in the lobby or in the elevators.
10. Owners will be responsible for notifying the office of workers, contractors, and the expected date of work to begin at least one day in advance. Regulations and rules will be obtained in the office prior to the start of work.
11. All maintenance problems should be reported to the office for appropriate personnel assignment.

## III SWIMMING POOL/JACUZZI

1. NO LIFEGUARD ON DUTY - use pool at your own risk. Pool-hours 8:00 am to 10:00 pm(when temperature permits)
2. Shower before entering pool or spa.
3. Bathing capacity is twenty eight persons.
4. Diapers are prohibited-approved protective swimwear is required.
5. No food or drink is permitted in pool area.

6. Drinks in non-breakable containers are permitted at the tables.
7. No animals are permitted in pool or in the pool deck area.
8. Adults must accompany and supervise children under sixteen.
9. Non resident guests must be accompanied by a resident.
10. Only radios with headphones may be used .
11. Proper swimwear is required.
12. Swimming is prohibited when the pool is covered.
13. No balls or ball playing, rafts, or floats are permitted.
14. No running or "horseplay" is permitted.
15. Owners who are not in residence, or who have rented their units, may not use, or send anyone else to use the recreational facilities.
16. Parents or grandparents are responsible for the supervision of their children or grandchildren.

#### IV PARTY ROOMS, GAME ROOMS AND GAZEBO

##### Party Room

1. Reservations for use to be made through the manager's office.
2. Room must be left in original status following use. No food

or beverages shall be left in the refrigerator or elsewhere.

3. Use is permitted until 10:00 PM, Friday, Saturday, and Holiday use is permitted until 11:00 PM.
4. A notice of the reservation is to be posted on the bulletin boards by the manager.

##### Game Room

1. Children under sixteen years of age are not permitted to use the game room unless accompanied by an adult.
2. Use is permitted 8:00 AM to 10:00 PM, Friday, Saturday, and Holiday use is permitted until 11:00 PM. This room is not reservable.
3. No food, drink, or wet bathing suits are allowed.
4. Please return books and magazines to the shelves.

##### Gazebo

1. Reservations for use are to be made through the Pointe office.
2. Area is to be left in original status following use.
3. Grilling is allowed only in the Gazebo area and the grill area adjacent to the North Building. Grilling is not allowed on lanais or any other common area.

##### Tennis Court

1. The court will open at 8:00 AM and close at 10:00 PM.

Use is permitted until 11:00 PM, Friday, Saturday, and Holidays.

2. The court use is restricted to owners, renters, and temporary guests. Outside guests must be accompanied by a unit occupant.
3. Reservations for play must be made by name and apartment recorded on the schedule sheet posted at the court.
4. If the court is not specifically reserved, usage is on a first come-first serve basis.
5. Playing time is limited to one hour for singles and one and one half hours for doubles, unless the court is not scheduled or requested for the succeeding time period.
6. Reservations will be held for ten minutes beyond the scheduled time.
7. Tennis court lights are for tennis playing only, lights must be turned off after play.
8. Proper tennis attire must be worn when playing. Tennis shoes are required
9. The tennis court can be used only for tennis games.
10. Official condominium tournaments will be announced in advance and pre-empted other use of the court.

#### V. MOTOR DRIVEN VEHICLES, BOATS AND TRAILERS

1. Each condominium has one covered assigned parking space. Use only that space assigned to you.

2. Please notify the manager if your parking area is to be used by anybody else while you are not in residence.
3. The speed limit for all vehicles on the condominium premises is 10 MPH.
4. Car washing is permitted only in the designated area, at the designated times, by owners and renters only.
5. No motor bikes or motorcycles may be used on condominium property except for direct transportation to and from the condominium.
6. Storage- of vans, trucks, trailers, boats and mobile homes is limited to a one week period in the unassigned spaces at the West side of the general parking area, and must be pre-arranged through the manager's office.
7. Parked vehicles must bear a Pointe numbered sticker, which should be placed on the left front bumper.

#### VI. GENERAL REGULATIONS

##### 1. Dogs

Must be accompanied and under control at all times. Dogs must be walked only in the designated areas near the Blind Pass sidewalk.

##### 2. Washers and Dryers

Filters should be cleaned and machines wiped down after each use.



### 3. Shopping Carts and Luggage Racks

Please return to the first floor storage room as soon as possible after use.

### 4. Trash and Garbage

Trash is supposed to be disposed of via chutes located to the left of the elevators on each floor. Please seal trash and garbage in plastic bags prior to disposal.

### 5. Bring large broken down boxes, newspapers, glass and plastic bottles, cans to the ground floor collection area at the rear of the lobbies.

### 6. Water Shut Off

Occupants of each unit are responsible for shutting off the water valve when vacating the premises.

### 7. Water Heater Policy

It is recommended that all water heaters be replaced or removed on the seventh anniversary date of the water heater and a mandatory replacement or removal of all water heaters be made on the tenth anniversary date of the water heaters.

### 8. Bicycles, Roller Skates, Roller Blades, Scooters

None of the above is permitted around the pool area, on the side-walks or on the tennis court. No skate boarding is allowed anywhere at The Pointe. Bicycle storage is only in designated areas (owners assigned parking space or owners storage bin). Owners

are responsible for chaining bicycles or otherwise safeguarding them. Bikes should be put in owners storage bin or on your lanai, not left in the racks, at the end of your stay.

### 9. Noise Suppression Policy

Noise suppression material, that is appropriate for deadening sound, shall be installed as sub-flooring when any material other than carpeting is installed in units on the third floor or any floor above.

### 10. Maintenance and Personnel

Employees are to perform work on the common elements only. Owners and renters are not to request employees services during working hours with the exception of emergencies. Emergencies must be reported to the point office.

### 11. Complaints, Reports of Violations and Suggestions

The Manager is to be initially contacted. A member of the Board should be contacted if the Manager is not available.

### 12. Enforcement of Rules and Regulations

- a) A Grievance Committee of three owners (non-Board members) will be assigned by the Board President to preside, hear, interview, and investigate documented problems. A Judgement will then be rendered.
- b) The owner or renter must be given notice of the violations by the Manager, a Board member, or a member

of the Grievance Committee.

- c) If there is no compliance, a hearing before the Condominium Board will be arranged.
- d) At the hearing, if so ordered by a majority of the Board of Directors, a fine of \$50.00 to \$100.00 can be imposed.
- e) If there is still no compliance or settlement, an equitable action can be undertaken after consultation with the Condominium legal agents.

## VII BOATS AND DOCK POLICY

Article III, E7 of the Declaration of Condominium states "Boat docks which are common elements may be assigned by the Association, etc." it further states that "the Association may charge a monthly fee for the use of these facilities, which fee shall be segregated for use in the maintenance and repair of the dock facilities together with reasonable costs associated with managing and assigning the dock facilities."

- 1. If a condominium owner has a boat registered to them and desires a docking berth he/she must make application to the Boating Committee for an assigned location. Payment in full should be made with the application. Checks should be payable to The Pointe Association, Inc. and sent to the Manager at 9390 Midnight Pass Road, Sarasota, Florida 34242. If facilities are unavailable, the payment will be refunded.
- a) A request for a location must be in writing with a copy of the current boat registration, size and make. Forms are available in The Pointe office.

- b) Assignment will be made according to availability and the boat owner's preference.

- 2. An owner may have an additional berth only if space is available and must relinquish a space if it is needed.
- 3. If any owner with an assigned berth that has been paid for, sells or disposes of their boat, they have six months to replace it or their assigned berth must be relinquished.
- 4. An owner with an assigned berth, that has been paid for, may remove his/her boat to temporary storage (not to exceed nine months) without losing possession of the berth.
- 5. Boats docked at finger piers may not exceed twenty four feet in length. Boats docked at the seawall may not exceed twenty eight feet in length.
- 6. All fees are to be paid in full by January 1st for the calendar year. If a berth is assigned after June 30th of any year, the fee would be fifty percent of the annual fee for the remainder of that year. Fees collected shall be placed in the Association's checking account at Bank of America, with a record made of individual payments received and a separate account titled "Due Marina Fund" reported in the Association's financial statements. All repairs and maintenance to the docking facilities including work done by The Pointe personnel, will be charged to the "Due Marina Fund" account. If at any time there are insufficient funds in the Marina Fund account to cover repairs and maintenance, the cost will be charged to the



expense account "Grounds, Supplies and Maintenance". This is in accordance with the Declaration, that... "boat docks are common elements".

7. The current fee schedule is:

- a) Boats using finger piers.....\$360 per year
- b) Boats anchored parallel to the West sea wall.....\$270 per year
- c) Use of a canoe rack.....\$ 25 per year
- d) Temporary berth assignments (1 mos. or less).....\$ 50 minimum

## **FREQUENTLY ASKED QUESTION AND ANSWER SHEET**

### **THE POINTE ASSOCIATION, INC.**

**As of January 1, 2004**

**NOTE:** The purchase of a unit at this condominium (X) IS ( ) IS NOT subject to prior Association approval. A purchase application is required of all prospective purchasers well before closing.

**Q. What are my voting rights in the condominium association?**

**A.** One vote per unit. Voting rights are subject to a variety of conditions contained in the Condominium Act, and this association's documents; all of which should be consulted in their entirety.

**Q. What restrictions exist in the condominium documents on my right to use my unit?**

**A.** It is impossible to determine, list and provide responses for every possible use of a unit at this condominium. Additionally, the Board of Directors may pass, from time to time, such rules as they deem appropriate. Therefore, a prospective purchaser should discuss with the condominium office, his or her intended use of the unit and receive advice as to any restrictions applying to that intended use.

**Q. What restrictions exist in the condominium documents on the leasing of my unit?**

**A.** A condominium may not be rented for a period less than three (3) months; maximum of four times per year. Prior approval of the renters application by the Board is required. Also, see applicable portions of the condominium documents.

**Q. How much are my assessments to the condominium association for my unit type and when are they due?**

**A.** Operating (maintenance) and reserve assessments together are \$1250 per quarter and are due the first of each calendar quarter. These assessments and due dates are those that were in effect January 1, 2004 and may have changed in the interim. The late payment of assessments and fees are subject to various additional charges, such as late fees, interest, attorney fees and court costs. On the date this form was prepared, this condominium had fully funded reserves, which may affect a purchaser's ability to obtain a purchase money mortgage and/or subject a purchaser to the possibility of sizeable future repair assessments.

**Q. Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?**

**A.** No.

**Q. Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?**

**A. Not applicable.**

**Q. Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.**

**A. Not applicable at the time this form was prepared. However, unasserted claims and actions may arise at any time subsequent to the completion of this form, and therefore a prospective purchaser should discuss this matter with the condominium office before purchase.**

**NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.**